

SEALED REQUEST FOR PROPOSALS

Issue Date: April 23, 2008

RFP# SVC-08-057

Title: Management Guidance, Consulting and Support Services to the State Association for Resource Parents (FACES)

Commodity Code: 95200, 91867, 95277

Issuing Agency: Commonwealth of Virginia
Department of Social Services
Office of General Services
7 North Eighth Street, Vault Level
Richmond, VA 23219

Location Where Work Will Be Done: Statewide

Initial Period of Contract: July 1, 2008 through June 30, 2009. Two (2) one year renewals are available.

All Inquiries For Information Should Be Directed To: Robert Earley Phone: 804/726-7182
E-Mail: robert.earley@dss.virginia.gov

IF PROPOSALS ARE MAILED OR HAND DELIVERED, THEN SEND OR DELIVER DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. DO NOT FAX OR EMAIL PROPOSALS.

Sealed Proposals will be received until May 27, 2008 until 5:00 p.m. for furnishing the services described herein and, then opened in public. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE RETURNED WITHOUT CONSIDERATION.**

In Compliance With This Request for Proposals And To All Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

NAME AND ADDRESS OF INDIVIDUAL/ORGANIZATION:

Zip Code _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
Telephone # _____

FEI/FIN # _____
Facsimile # _____
E-Mail: _____

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on Thursday, May 8, 2008 at 10:00 a.m. at the Department of Social Services, 7 North Eighth St., Vault Level Conference Room B, Richmond, Virginia. No one will be admitted to the conference room after 10:15 a.m.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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ATTACHMENTS

- A. Overview of Activities/Outcomes
- B. Budget Summary Pages 1-5
- C. SF 424B- Assurances &
- C1. W-9 Request for Taxpayer Identification Number(s)
- D. General Certification
- E. Certification Regarding Lobbying
- F. Certification Regarding Debarment, Etc
- G. Certification Regarding Electronic Reimbursement
- H. RFP Checklist
- J.1. Monthly Invoice Report
- J.2. Personnel Expense Form
- J.3. Deliverables & Monthly Outputs

REQUEST FOR PROPOSALS

Management Guidance, Consulting And Support Services To The State Association For Resource Parents (FACES)

SECTION 1- PURPOSE

The purpose of this RFP is to solicit sealed proposals from nonprofit organizations and public bodies to provide management guidance, consulting and support services to the state association for resource parents (foster, adoptive and kinship care). These services are to be culturally sensitive and timed to leave the association financially viable and freestanding.

SECTION 2 – BACKGROUND

In 2005, the Virginia Department of Social Services executed a contract with a private not-for-profit organization to provide consulting services for development and implementation of a support organization for foster parents in Virginia. The grant award for one year was \$207,000 from Social Services Block Grant Funds. Prior to 2003, a statewide organization existed (for 28 years) but folded due to financial difficulty.

The organization that was developed is FACES of Virginia Families: Foster, Adoption, and Kinship Association (www.facesofvirginia.org). Financial support is provided primarily by the Virginia Department of Social Services (www.dss.virginia.gov). FACES, a 501(c) (3) organization, seeks to provide 'Family Advocacy, Collaboration, Empowerment, and Support' of foster, adoptive, and kinship families in Virginia. The organization has a 17-member board of directors that includes three vice-presidents, one each for foster care, adoption and kinship care. In addition, membership includes five regional representatives who serve as directors. Areas of focus for FACES to actualize its purpose include the following:

- Promote the development of local chapters and support groups;
- Represent the interest of these families at national, state, and local events/meetings;
- Market the benefits and challenges of foster, adoptive, and kinship care;
- Provide resource information to families; and
- Promote the dignity and worth of children and families living in foster, adoptive, or kinship homes.

To date, some of the tangible outcomes and activities lead by FACES are the following:

- Developed By-Laws, Business Plan and a Communications Plan (draft);
- Participated in several workshops at the National Foster Parent Conference in Washington, D.C., May, 2007;
- Presented one regional training event in the eastern area of Virginia;
- Attended information meetings for Virginia Child Welfare Reform Efforts (ongoing);
- Developed information packages to showcase the association and recruit members;
- Registered 170 individuals and organizations as members;
- Developed web site for the association; and
- Advocated for legislation that will require the Virginia Department of Social Services to establish a Code of Ethics and Responsibilities for the child welfare permanency team.

SECTION 3 – STATEMENT OF NEEDS/DELIVERABLE SERVICES DESIRED

Need

In 2006-07 the Annie E. Casey Foundation was invited to Virginia by First Lady Anne Holton, wife of current Governor Timothy Kaine, to assess child welfare services in the state and to make recommendations for reforms. The First Lady's project is called "For Keeps Initiative (www.forkeepsvirginia.org). One of the

reform strategies identified by the Casey Strategic Consulting Group (CSCG) is to increase resource families through recruitment and support. Key data driving this action is the following:

- Joint Legislative Audit and Review Commission (JLARC) study #346 indicates that in some large localities, three-quarters of children in residential care would otherwise be in foster homes or less restrictive placements if foster homes/community services were available. [www.virginia.gov; (click on Legislative; click on Joint Legislative Audit Review Commission; click Recent JLARC Reports.)]
- In 2006, only 5% of Virginia's foster care children were in formal kinship placements which is well under the national average of 30-35%.
- The use of regular foster care for teens has decreased from 41% in 2000 to 23% in 2006, while usage of formal kin placements has declined to almost nothing.
- In 2006, 52% of teens (12 and up) initial placements were in congregate care, a 24% increase from 2000.
- Virginia has the highest percentage of teens aging out of foster care in the country.

Nationally, an increasing number of children are coming into care, but the foster parent population is shrinking. Some of this may be due to single parent heads of households, who can not afford to take on foster children, labor force changes and the need for economic, family, and community supports in order to raise children [National Resource Center for Permanency Planning (NRCPP), Foster Parent Retention and Recruitment-Best Practices Survey Results, 1998.] This NRCPP survey found that the retention strategy to be most important was 'the foster parent association to provide information and support.'

Resource Families

A resource family as defined in this request for proposals serves as the primary and permanent caregiver for children who cannot live with their birth parents. Without permanent resource families, children can move from one family to another and never have a permanent home.

Foster Care and Adoption: The Virginia Department of Social Services (VDSS) establishes and effectively maintains standards for foster and adoptive homes in Virginia. Foster and adoptive homes are approved and monitored through one of two venues: local departments of social services (LDSS) or private child-placing agencies licensed by VDSS. Children placed by public agencies are typically those removed from their homes due to abuse and/or neglect. They often have special medical, mental or emotional needs, are school age, or are members of minority races. There are approximately 4,000 volunteer families that have been approved by local departments of social services as foster parents.

Kinship Care also Relative Care: Based on the 2000 U.S. Census for Virginia, 56,663 children lived in households headed by grandparents or other relatives and neither parent was present. July 2007, in Virginia, there were 7,357 children receiving Temporary Assistance To Needy Families (TANF) Child-Only cases living with a relative of a specified degree.

Children may come to live with their grandparents or other relatives in a number of ways, and only some of these ways involve the child welfare system. Some of the ways that child protective services or child welfare may become involved include – a report of abuse or neglect is made; parents are arrested; parents die, etc. There are several types of kinship care: Formal kinship (sometimes called kinship foster care) where the children are placed with the relative by a child welfare agency that has custody of the children. Informal kinship care (sometimes called private kinship care) occurs when there is no agency or juvenile court involvement.

Child welfare best practice models assess all families as possible resources for a child in order to achieve permanency for the child as quickly as possible when return home to birth parents has been ruled out. When appropriate, resource families can be used to mentor a birth family to provide an opportunity for problems to be resolved and the child to be returned home.

Deliverables Services Desired

The contractor is to provide management guidance, consulting and support services to the state association for resource parents (foster, adoptive and kinship care). These services are to be culturally sensitive and timed to leave the association financially viable and freestanding. Culturally sensitive is defined in this request for proposals to mean the essence of the spirit of volunteerism by ordinary persons to achieve some good and to advocate for those in need under the umbrella of a not-for profit organization. "Non-profits need to develop strong business skills...they don't have to live in triage mode; they can learn to manage strategically to fulfill the mission of their organization. In this day and age, not-for profit organizations must operate with increased efficiency and effectiveness." (Lori Roth, Columbia University Institute for Not-for Profit Management.)

This request for proposals seeks services through a contractor to improve the efficiency and effectiveness of FACES, a new association for foster, adoptive and kinship care families. Activities to be addressed by the Offeror in the development and carrying out of the services and supports include but are not limited to:

1. Business Support: To provide culturally sensitive business support to sustain and increase the capacity of FACES as a statewide organization. Business support includes a compressed assessment within 90 days of the contract award to determine strengths and areas needing development in the following: legal, financial, leadership, assets, and state network.

2. Leadership Development: To provide training and skill building to the FACES Board of Directors to cover key areas of responsibility: legal affairs, long range planning, replacement of board members, establishing committees, marketing, finance, organizing board meetings, monitoring and assessing accomplishments of the organization.

3. Freestanding Organization: To develop with the FACES Board of Directors a timeline and business plan to become an independent organization that has a salaried executive director accountable to the Board. To identify and obtain existing and new funding to sustain the organization.

4. Partnerships with Other Organizations: To establish and implement working partnerships with private and other public groups (through formal agreements, if applicable) capable of supporting the efforts (both financial and programmatic) of the organization. Organizations currently known and that may serve as partners include:

- Community Resource Foster Family Training (CRAFT) coordinators
Contact: Deborah Tomlinson, VDSS, 804/726-7967 or deborah.tomlinson@dss.virginia.gov
- Local department of social services and private child placing agencies foster care home finders
Source: www.dss.virginia.gov
- Virginia Youth Advisory Council (VYAC)
Contact: Letha Moore-Jones, VDSS, 804/726-7576 or letha.moore-jones@dss.virginia.gov
- National Foster Parent Association (NFPA), www.nfpainc.org
- Virginia One Church, One Child (OCOC); Contact: Cassandra Calendar-Ray, 804/329-3420 or www.vaococ.org
- KinCare Connection; Contact Reverend Clifford Barnett 757/558-1528 or wwb89c@aol.com
- Virginia Department for Aging; Contact Ellen Nau 804/662-9333 or enau@vda.virginia.gov

5. Network of Local Foster/Resource Parent Groups: To establish and implement a plan to foster the development of local resource parent groups and set-up viable communication avenues for periodic meetings and ongoing information sharing.

6. Member-to-member Resource Helpline: To combine traditional information systems and new technologies to establish member-to-member information sharing and dissemination of resource information.

7. *Organization Activities:* To provide technical assistance to the Board to structure and coordinate activities in ways that minimizes duplication and maximizes existing resources that exist for advocacy and training for resource families.

SECTION 4 - PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Sealed proposals are due no later than 5:00 p.m., Tuesday, May 27, 2008. Proposals submitted electronically (on-line) or faxed will **not** be considered. Proposals received after the deadline will **not** be considered.

Identification of proposal envelope/package: Offerors submitting proposals must send or hand deliver one completed proposal with original signatures and five complete copies with original signatures.

TO: Lyndell Lewis, Supervisor
Virginia Department of Social Services
Foster Care/Family Preservation Unit, 4th Floor
7 North Eighth Street
Richmond, Virginia 23219

All envelopes/packages must be sealed. The following information must be included in the return address and identified as follows:

From: _____	<u>May 27, 2008</u>	<u>5:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>SVC-</u>	_____
Street or Box Number	RFP Number	
_____	_____	_____
City, State, Zip Code	RFP Title	

Name of Offeror Contact Person _____

All envelopes/packages shall be prominently marked:

Sealed Proposal, Foster Care Program
Do Not Open

No other correspondence or other bids/proposals should be placed in the envelope.

Copies of this Request for Proposals, including the necessary forms and instructions, may be downloaded from the DGS/DPS eVA web site www.eva.virginia.gov or from the VDSS website at www.dss.virginia.gov. Click on "*Forms and Applications*" (left side). By downloading the solicitation contained herein you agree **not to alter** the contents of the document in any way.

Any questions regarding the solicitation please contact: Lyndell Lewis (804) 726-7531 or by email at lyndell.lewis@dss.virginia.gov or by land delivered mail at the address previously referenced.

A. GENERAL INSTRUCTIONS

1. **RFP Response:** Nonprofit organizations and public bodies are eligible to submit proposals. In order to be considered for selection, Offerors must submit a complete response to this RFP to the issuing agency. **One complete blank copy of this RFP must be returned with the original proposal. One (1) original and five (5) copies of each proposal must be submitted to the Virginia Department of Social Services with original signatures on the front page of all six of the proposals.** The original proposal shall be so marked. No other distribution of the proposal shall be made by the Offeror. Also, submit two copies of the proposal on a CD (WORD or PDF version). One copy should be labeled as proprietary and the other labeled as redacted for outside distribution if required.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
 - d. Proposals must be typewritten and double spaced on 8 ½" by 11" white paper, in type no smaller than 12 characters per inch. A standard font such as Arial 12 or Times New Roman 12 is preferred. Printing must be on one side only.
 - e. Each copy of the proposal must be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included in that single volume. All pages of the proposal must be numbered.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons protection is necessary. The proprietary or trade secret material submitted

must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC INSTRUCTIONS:

Offerors are required to submit the following items as a complete proposal in the order listed:

1. RFP COVER SHEET (Page 1)
Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. RFP CHECKLIST (Attachment H)
3. PROJECT ACTIVITIES/OUTCOMES NARRATIVE

A narrative that does not exceed 20 pages, double spaced, shall be submitted and must be labeled and organized in a manner that clearly addresses each of the following in the order listed:

A. Project Summary (limit 2 page) - A descriptive summary of the proposed coordination and strategic support service the Offeror will provide to achieve the purpose of the RFP. State how the funds will be used. Please be specific. Include the target population to be served, a description of what will be provided, and any staff positions funded.

B. Description of Proposing Agency/or Qualifications of Individual Offerors (limit 3 pages) - This section must include a description of the agency including the purpose and goals of the agency or the individual Offeror that align with the task associated with this RFP; how long in operation; number of staff (if applicable), organizational structure, and capacity to provide and deliver management guidance, consulting and support services to a newly formed, non-profit, statewide, membership organization.

Provide information on past history and experience with other organizations providing management guidance and consulting services. List the number and type of other organizations served, geographic area where the agency was located, activities/business strategies and plans developed and executed; accomplishments/outcomes; and effective community collaborations and partnerships, unexpected challenges and lessons learned; identify by name and title the person to whom you were accountable.

C. Need for the Services and Supports, Goals and the Objectives (limit 3 pages) – Offeror will demonstrate an understanding of child welfare services in Virginia and identify and discuss the strengths and challenges for non-profit, volunteer-run organizations using relevant data, research and proven business solutions to address the challenges. Clearly define and discuss service goals and objectives. These goals and objectives need to be reflected on the Overview of Activities/Outcomes Form (Attachment A).

D. Service Approach (limit 4 pages) - Outline a plan of action that describes the scope and detail of how the proposed work will be accomplished. Cite factors that might accelerate or decelerate the work and state your reason for the approach that you plan to take.

- Explain how the services/activities will be provided to the target group;
- Describe when the services/activity will take place;
- Describe how often the services/activity will occur;
- Explain who will provide the services/activity; and,
- Describe concrete criteria by which success of the service/activity will be demonstrated and any necessary planning steps;
- Also include a description of needed supplies or equipment.

E. Description of Staff and Responsibilities (limit 2 page) - Identify the staff responsible for service provision/service coordination. Provide the number, positions, and qualifications of staff, paid and/or volunteer, who will be involved in the service delivery. For each staff person, provide the title, time commitment to the project in months; time commitment to the project as a percentage or full time equivalent. (If the service is subcontracted, provide the name, qualifications and experience of proposed subcontractor.) Discuss how volunteers will be utilized, trained and evaluated. Attach resumes and job descriptions if the proposal includes funding existing staff or job descriptions if staff are to be hired. Discuss the methods used to monitor staff performance.

F. Collaboration and Coordination (limit 1 page) - Explain how partnerships will be formed among local organizations and groups involved with child welfare services, training and supports for parent providers.

G. Parent Leadership and Involvement (limit 1 page) - Describe the meaningful involvement of parents in the development, implementation, evaluation and marketing of the association and its activities. Parents should help with the development of other parents as leaders in the association and on the board of directors. The proposal **must** include a strategy or strategies for meaningful parent leadership and involvement. Describe in detail, how volunteers will be recruited.

H. Project Continuation (limit 3 pages) - Describe the plan to establish the association as a freestanding organization by January 30, 2010. This section must include a timeline and action steps to hire an executive director for the association. Include a discussion of how resources will be allocated to the association, the approach/steps to secure other funding, fund raising strategies, etc. Describe any innovative funding mechanisms that will blend federal, State, local and private funds to support this program. Describe how volunteer efforts may be incorporated to sustain continuation of the program.

I. Evaluation (limit 2 page) Offerors must present an evaluation plan that will demonstrate/measure **outcomes** relevant to the operational effectiveness of a statewide, nonprofit, volunteer run, membership support organization. What changes in participants or operations will occur as a result of your consultation? The methods and criteria that will be used to qualitatively and quantitatively measure project performance and analyze results should be explained. Describe an evaluation plan to measure the degree of success in accomplishing service goals and objectives. The evaluation plan should include a mechanism for ongoing review, record keeping, data collection, and analysis of cost

effectiveness. Describe how services/activities will be determined to be cost effective and will utilize/maximize community-based services and available resources.

4. OVERVIEW OF ACTIVITIES/OUTCOMES FORM

Complete the project Overview of Activities/Outcomes, Attachment A to describe the project methodology. Duplicate Attachment A as needed. Detail the strategies and activities necessary to achieve the project goals, objectives and outcomes. Include target dates for the beginning and end of each activity, including planning activities and staff responsible. Specify any details for subcontracting. Identify target population, numbers to be served and units of service for each objective and activity.

5. LOGIC MODEL

A logic model is a tool to graphically show your proposed project and the linkages among the parts. There are many versions of the logic model, however, they generally summarize the logical connections among the needs that are the focus of the project, project goals and objectives, the target population, project inputs (resources), the proposed activities/processes/outputs directed toward the target population, the expected short and long term outcomes the project is designed to achieve. Information on the development of logic models is available on the Internet at www.uwex.edu/ces/pdande/ or www.unitedway.org/outcomes [click UWA Outcomes Measurement Resources; scroll to Program Outcomes and Community Outcomes: What are the Differences]

6. PROPOSED BUDGET WITH BUDGET JUSTIFICATION

Complete the Itemized Budget Sheet. Attach to the Itemized Budget Sheet a narrative that includes: a) description of each proposed expenditure and b) justifies the proposed expenditure by explaining the need for it. Budget projections should include funds to reimburse board members for expenses associated with attending board meetings and carrying out board activities. **All expenses included in the proposal must be allowable under federal and State regulations, must be reasonable and necessary and apply directly to the project.**

Complete all pages (1-6) of the Budget in Attachment B. Costs should be necessary and reasonable for carrying out the proposed work plan. If funds are being requested for salaries, specify positions, pay rates, and what is included in employee benefits. The total line item cost for equipment shall not exceed \$5,000.00 in the budget period. Explain how each line item cost was determined. Funds cannot be used to pay salaries of existing county or city employees. Administrative costs must be *specific to the project* and justified by line item.

7. INTERAGENCY AGREEMENTS, LETTERS OF SUPPORT & REFERENCES

Please attach interagency agreement(s) or other comparable documents to demonstrate collaboration in planning and service delivery. If other agencies are specifically responsible for implementing portions of the activities shown on the Overview of Activities/Outcomes Form, Attachment A, a letter of support must be submitted from those organizations regarding those activities. A minimum of two current letters (no older than January 2007) of support from organizations directly involved within the proposed program or activity must be included.

SECTION 5 - EVALUATION AND AWARD CRITERIA

Proposals will be reviewed by a multidisciplinary committee of individuals who have expertise in areas such as: child welfare, community-based family support programs, contract management, public and program administration, program development, or program evaluation. The review committee will make programmatic and budgetary recommendations for contract awards. The recommendations for funding will

be submitted to the Commissioner of the Virginia Department of Social Services (VDSS) or his designee for final approval.

To be considered, proposals must first meet the stated objectives, general and specific requirements as outlined and published in this RFP. Proposals will be evaluated using the following criteria:

1. Content Adequacy (5 points)
 - a. Concise and complete
 - b. Realistic in scope
 - c. Reflects an awareness of the state-of-the-art, “best or promising practices” and provides a good rationale for the selected approach relative to the problem.
 - d. Demonstrates planning in all aspects (community collaboration, services/activities provided, outputs, outcomes and budget)
2. Demonstrated Capability to Carry Out Proposed Project (15 points)
 - a. Describes purpose and goals of the agency or describes and demonstrates the skills, knowledge and experience of the individual Offeror.
 - b. Demonstrates effective use of community collaborations
 - c. Letters of support exhibit confidence that agency or individual can carry out the proposed consulting service
 - d. Utilizes appropriate and qualified staff to implement the proposal
 - f. Discusses past performance and accomplishments of agency and staff doing the same or similar work requested in the RFP.
 - g. Offeror demonstrates capacity to achieve defined outcomes.
 - h. Demonstrates ability to maintain records and fiscal accountability
3. Need for the Services and Support (20 points)
 - a. Clearly defines the need and population to be served, and the rationale for the approach relative to the newly formed statewide volunteer membership organization.
 - b. Utilizes literature/research to establish rationale for proposed approach to service delivery and support.
 - c. Discusses service goals and objectives.
 - d. Describes outreach activities to the target group and organizations/businesses.
 - e. Includes parent participation in organizational planning and capacity building.
 - f. Letters from community agencies to indicate participation in the service delivery (if applicable).
 - g. Describes the first 90 day activities to begin work; include a timeline.
 - h. Ensures that unnecessary duplication will not occur
4. Service Delivery Approach (20 points)

Narrative clearly describes the proposed approach and identifies the results and benefits to be derived from services described in the RFP.

 - a. Goals and objectives are consistent with the desired services discussed in RFP
 - b. Specifies services/activities to be provided
 - c. Goals and objectives in the narrative coincide with those outlined in the Overview of Activities/outcomes (Attachment A)
 - d. Uses measurable objectives
 - e. Utilizes evidence based practice
 - f. Demonstrates a plan to achieve and document outcomes
 - g. Demonstrates appropriate planning and collaboration
 - h. Specifies needed resources (if applicable)
 - i. Identifies time frames

- j. Specifies who (staff/volunteers) will provide the service: provides for qualified personnel to implement project
 - h. Defines project impact
 - i. Describes parent leadership and involvement in implementation
 - j. Includes a logic model to graphically show the project and the linkages of the parts
5. Project Continuation (15 points)
- a. Provides a reasonable time line to show the hiring of a director, include activities, target date, and responsible parties
 - b. Identifies plans for seeking other funding
 - c. Demonstrates potential for securing future funding from other sources and identifies at least two potential sources of support
 - d. Demonstrates lack of other funding to support project
 - e. Includes a graduated phase-out plan to discontinue the contracted management supports.
 - f. Includes a statement to develop a 5 year business plan for the association to be continue work of the association after the end of the contract between the Offeror and VDSS
6. Evaluation Plan Measures the Degree of Success in Accomplishing Project Goals and Objectives and Achieving Outcomes (10 points)
- a. The evaluation plan measures project outputs (quantity) and outcomes (quality) of services.
 - b. The evaluation of outcomes is based on the stated goals, objectives and activities.
 - c. Establishes outcome measures to determine the degree of success in accomplishing goals and objectives, model fidelity and provides for an analysis of results.
 - d. Uses ongoing reviews
 - e. Involves parents and organization/group partners in evaluation of services
7. Total Cost of Budget (15 points)
- The organization submitting the budget with the lowest total cost for the first year of the project will be scored the full 15 points. The scores of all other budgets will be pro-rated against the 15 points.

TOTAL POINTS 100

AWARD: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

SECTION 6 - REPORTING AND DELIVERY INSTRUCTIONS

The contractor will be required to attend periodic meetings with designated VDSS internal groups and stakeholders (e.g. the League of Social Service Executives, Child Welfare Advisory Committee, VDSS Family Regional Specialist meetings, etc.) The contractor shall produce the following reports of activities and services:

1. **Quarterly reports** detailing progress made as compared to the completed work plan submitted with this proposal, along with a summary of allowable expenditures during the quarter, shall be submitted to VDSS within 20 days after the end of each quarter. Quarterly reports will include:
 - a. A **detailed** description of activities and an assessment of the progress of the project compared to the Activities/Outcomes Work Plan; each goal, objective, and related strategies and activities shall be addressed;
 - b. Statistical information on the clients served;
 - c. A description of how parents have been involved in the development, implementation and/or evaluation of programs and services;
 - d. A description of any outreach made to diverse or under served populations;
 - e. Identification of new collaborative relationships formed as a result of this project;
 - f. Any gaps in services or barriers to the progress of the project, with proposed solutions;
 - g. An explanation of any deviations from the work plan;
 - h. Any changes in staffing;
 - i. Identification of any particularly successful or unsuccessful project activity or component;
 - j. Copies of any materials that have been developed under the contract. (Materials produced under this contract must bear a statement that the project was supported by the Virginia Department of Social Services, and the appropriate funding source; and
 - k. A draft schedule of planned activities for the next quarter.
2. **An annual report** describing the cumulative activities of the contract shall be submitted to VDSS within 20 days following the conclusion of each contract period. The funding period for this RFP is July 1, 2008 – June 30, 2009. The annual report is a separate from and in addition to the fourth quarter report and the other quarterly reports. The annual report is a cumulative summary and evaluation of project activities and services over the entire funding period. It shall be in the same format as quarterly narrative reports and shall include:
 - a. An overall evaluation of the project including an assessment of whether the project's goals and objectives were met; whether desired outcomes were achieved; each goal and objective, as stated in the Activities/Outcomes Work Plan, shall be addressed. Parent leadership and involvement shall be addressed. Consumer satisfaction with the services provided shall also be addressed. Any innovative funding mechanisms that blend federal, State, local and private funds to support the program shall be described.
 - b. Any problems or delays that were encountered and how they were resolved;

- c. An assessment of the program's effectiveness and the value to the client/community;
 - d. Statistical information on clients served, description of activities and outputs; and
 - f. Copies of any materials that were developed under the contract.
3. **Duplicate reports and/or a document** may be required by the purchasing agency for the purpose of disseminating any portions of the project. The VDSS will assist the contractor in determining what information shall be included after receiving the final report. Reports submitted by the contractor may also be used in a peer review process at the State and/or local level.
4. **A written report to VDSS which shall be submitted within seven days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the purchasing agency and the contractor.** Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.
5. **Fiscal reports:** The contractors shall produce the following fiscal reports:
- a. Monthly invoice with original signature of the contractor's designated authority shall be received with 10 days of the close of the month identified for payment. [*For example, the January Invoice shall be submitted no later than February 10.*]
 - b. Quarterly financial report summary that includes monthly expenditures, personnel expenses form that includes a breakdown by name, title, salary and specified benefits. This report shall be due within 20 days of the close of the quarter. [*For example: Quarter 1: July-September is due no later than October 20.*]
- All contractors shall maintain appropriate programmatic and financial records that fully disclose the amount and disposition of funds received including: financial documentation for disbursements. The contractor agrees to provide any additional reports that the VDSS may request by written notice to the contractor.

SECTION 7- PRE-PROPOSAL CONFERENCE

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held Thursday, May 8, 2008 from 10:00 a.m. to 12:30 p.m. in Richmond at the Virginia Department of Social Services, 804/726-7531. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Directions are found in Attachment I.

While attendance at this conference will not be a prerequisite to submitting a proposal, those who intend to apply are encouraged to attend. **Please bring a copy of the RFP with you.** Any changes resulting from this conference will be posted on the VDSS website as a written addendum.

After conclusion of the pre-proposal conference, any questions about the specifications of the RFP or RFP documents must be received by the VDSS RFP contact person no later than 5:00 p.m. on May 19, 2008 per Section 8.I Clarification of Terms.

SECTION 8. - GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or Offeror for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and Offerors for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this

procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are

placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/Offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/Offeror's) capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified

to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- T. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the

contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and Offerors for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES**. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

SECTION 9. - SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The Offeror further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.

A Contractor who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- D. CANCELLATION OF CONTRACT:** The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract shall be terminated by either party, without penalty, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
- E. CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- F. CONFIDENTIALITY:** Any information obtained by the contractor concerning recipients of services under this grant shall be treated as confidential in accordance with relevant provisions of State and federal law.
- G. CONTRACTOR PERFORMANCE:** The purchasing agency may monitor and evaluate the contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, peer reviews, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.
- H. EQUIPMENT:** Total requests for equipment costs in excess of \$5000.00 per contract are not allowed. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- I. FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.
1. A contract will be signed between the VDSS and the local administrator of the Offeror agency upon granting of an award. Upon approval of the contract, the contractor will be reimbursed for expenses on a **monthly** basis according to the terms of the contract. Therefore, the Offeror agency must be prepared to pay expenses as they are incurred and then submit an invoice for funds reimbursement to VDSS on a monthly basis. Each month's invoice shall be received by VDSS no later than the 10th day of the month that follows. The contractor should allow 30 days from the time the invoice for funds reimbursement is received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
 2. The Offeror will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.
- J. OBLIGATION OF OFFEROR AGENCY:** By submitting a proposal, the Offeror covenants and agrees that the Offeror has satisfied itself, from its own investigation of the conditions to be met, that

the Offeror fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- K. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the VDSS pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the VDSS and all such materials shall be remitted to the VDSS upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this contract without the prior written consent of VDSS. Any materials produced under this contract must bear a statement that the project was supported by the VDSS and identify the title of the funding source.

- L. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- M. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for up to two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- N. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDSS. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VDSS the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. SMOKE FREE ENVIRONMENT:** By submitting their proposals, Offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- P. SUPPLANTATION OF FUNDS:** The Offeror assures that funds made available under this contract will not be used to supplant federal, state or local funds.

SECTION 10 - METHOD OF PAYMENT

COMPENSATION: to the Contractor for delivered services shall be as follows:

- A. The Contractor shall be paid on a cost reimbursable basis. Reimbursements will be made monthly unless a written request for hardship is made and approved by the Virginia Department of Social Services, in which case, reimbursements may be monthly. It is preferred that all reimbursements be deposited electronically through the Virginia Department of Accounts Remittance Electronic Data Exchange (EDI) for expediency. Proposal information for EDI can be found on the Department of Account's website: www.doa.virginia.gov.
- B. Actual expenditures shall be invoiced pursuant to approved line item budget categories in Attachment B and the documentation of the Deliverables and Outputs Attachment J.3.
- C. No amendments to the approved budget may be made without the prior written approval of the purchasing agency. Budget amendments must be requested using the Budget Amendment Request form accompanied by a narrative to the purchasing agency for the purchasing agency's prior approval at least thirty (30) calendar days prior to the intended effective date. No more than three budget amendments will be permitted during the grant period. No budget amendment will be accepted after March 31.
- D. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- E. The invoice period shall be monthly. The Contractor shall invoice the purchasing agency each invoice period on forms supplied by the Purchasing Agency and shall submit an invoice showing no services delivered if that is the case in any invoice period. The Purchasing Agency shall not be obligated to pay for services when the Contractor fails to submit monthly invoices for such services within ten (10) calendar days after the close of the invoice period in which services were delivered. Invoices which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.
- F. If the Contractor fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, the purchasing agency may withhold payment of invoices until said services and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules, regulations and applicable OMB circulars. The Contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

The contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Virginia Department of Social Services.